

# User Agreement

## PLEASE READ THIS AGREEMENT CAREFULLY.

By browsing, accessing or using this Website or by using any facilities or services made available through it or by transacting through or on it, you are agreeing to the terms and conditions that appear below. If you do not understand or agree with the terms below do not continue to use this Website or any of the services offered thereon. These terms are to be read with the Website Terms and Conditions of Use and the Privacy Policy, the provisions of which are incorporated in these terms (hereinafter "**the Agreement**").

## WE RESERVE THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ANY TIME.

All amendments to these terms and conditions will be posted online. Please make sure you check regularly to see any amendments have been made. Amendments will be posted with their relevant date.

## YOUR STATUTORY RIGHTS

As a consumer, nothing in this Agreement affects your non-excludable statutory rights.

## 1. INTRODUCTION

This is a legal document which is the agreement between:

- a) **you**, the Customer (whom we refer to as "you", "your" or the "Customer" in this document) **and**
- b) **us**. We are K2020183515 (SOUTH AFRICA) NPC trading as "Save Your Local" (together with any of our affiliates where applicable) and we are the owner of this Website. We are a non-profit company registered in South Africa (and we refer to ourselves as "Save Your Local", "we" or "us" or "our" in this document). Our company registration number is 2020/183515/08.

Save Your Local is an online platform designed to assist various local South African businesses (each a "**Merchant**") in combatting the negative financial impact of the COVID-19 pandemic through assisting Merchants to advertise vouchers related to their goods and/or services for sale to you. Some Merchants may also request donations, by providing a link to their back – a-buddy site.

Any Merchant which issues a voucher purchased by you is bound by the terms of the Merchant Agreement, and the terms and conditions of the voucher issuing platform in relation to that voucher.

A voucher is a coupon for a particular good or service which is sold by a Merchant to members of the public. We provide a listing service where the Merchant can advertise the vouchers that they wish to sell via our website, [www.saveyourlocal.co.za](http://www.saveyourlocal.co.za) ("**the Website**"). The voucher is sold by the Merchant to you, with the assistance of various platforms which will facilitate the receipt of payment and issue the vouchers.

Any donation made by you to a Merchant is subject to the normal tax rules. Saveyourlocal does not provide tax advice, and is not registered as a public benefit organisation with SARS. Accordingly, you remain responsible for complying with any obligations you may have under South Africa's tax legislation.

## 2. GENERAL ISSUES ABOUT THIS WEBSITE AND THE SERVICE

### Age:

To use the Website (whether with or without registration) and to purchase a voucher through a voucher issuing platform, you must be 18 years of age or older and you must have the legal capacity to conclude binding contracts. **By using the Website you warrant that you are 18 years of age or older and that you have the legal capacity to conclude this Agreement with us.**

**Place:**

The Website and any voucher offered for sale by a Merchant to customers are directed solely at those customers who access the Website from South Africa.

The Website (and any goods/services available in return for the redemption of a voucher) is only available or otherwise suitable for use within South Africa. In addition, vouchers are only redeemable within South Africa.

If you choose to access the Website (and/or purchase a voucher) from locations outside South Africa, you do so at your own risk and, accordingly, you are responsible for the consequences and for compliance with all applicable laws. In particular, goods or services may only be available in certain geographical locations, and it is your responsibility to ensure that you are able to access the goods or services in the specified locations. Note that certain Merchants may be located in different geographical locations within South Africa and the voucher may not be available for redemption at all of these locations. **Please make sure you select the correct geographical location for any voucher.**

**Prevention on Use:**

**We reserve the right to prevent you from using the Website (or any part of it) and to prevent you from making any purchase of a voucher.**

### 3. REGISTRATION AND ACCOUNTS

**Voucher-issuing platforms:**

We provide a platform which facilitates the advertising and sale of vouchers by local businesses. If you wish to purchase a voucher or make a donation to the establishment of your choice, you will be directed to a voucher issuing platform to complete the transaction. This platform is selected by the listed business.

**Why Register:**

You must register on the website of the voucher issuing platform in order to make a purchase of a voucher. This is so that they can provide you with easy access to records of the vouchers you have purchased, which will allow you to print your vouchers, to view your past purchases of vouchers, and to modify your preferences.

**How to Register:**

To register, you need to supply us (or the voucher issuing platform) with your name, physical address, postal address, email address, contact details. See our Privacy Policy for more details in how we process this information. Please note that the voucher issuing platform will have its own privacy policies applicable to this process.

### 4. MARKETING

By registering you agree that we may send you emails relating to the various services we offer. **You expressly agree to receive these emails, even if they are sent outside of business hours.**

We may also send you information regarding your account activity and any purchases you have made, as well as updates about the Website, the services available on the Website and vouchers. (You can always opt-out of any of these emails at any time by clicking the 'unsubscribe' link at the bottom of any of such email correspondence.) Please note that clicking unsubscribe will not prevent us sending you operational messages relating to inter alia the uptime of our services or the status of any vouchers purchased by you.

### 5. PURCHASE OF VOUCHERS

**Advertising of a Voucher**

When a Merchant publishes a listing on the Website, that Merchant is inviting its customers and members of the public a legal contract with them. Anyone who purchases a listed Voucher listed

by a Merchant is accepting the Merchant's offer, and forming an agreement of sale with that Merchant.

**Purchase of a Voucher:**

By purchasing a voucher, you enter into a transaction with the Merchant. The voucher can only be redeemed from the Merchant directly. Each voucher sold by a Merchant may be subject to additional terms and conditions. Please note that we merely facilitate the advertising of the vouchers offered for sale by the Merchant. We are not a party to the agreement for the purchase or redemption of any voucher, and any such agreement is solely between you and the Merchant.

**Redemption:**

Once you have made a purchase of a voucher, the voucher is redeemable by you from the Merchant directly.

The particular Merchant and the goods or services for which the voucher can be redeemed (as well as any conditions associated with the redemption thereof including any validity period) will be stated on the face of the voucher.

You may only redeem your voucher once. Any attempted redemption of a voucher not consistent with this Agreement may render the voucher void at the Merchant's discretion.

**Responsibility:**

The Merchant, and not us, is:

- a) the seller of the goods or services;
- b) solely responsible for providing you with the goods or services and for the goods or services themselves; and
- c) solely responsible for enabling the redemption of any voucher you purchase.

In particular, the Merchant will be responsible in terms of the Consumer Protection Act.

**Restrictions:**

- a) Reproduction, sale, resale or trade of a voucher is prohibited. Any attempt to carry out any of these or similar actions will potentially void the voucher.
- b) If the voucher is redeemed for less than its face value, there is no entitlement to a credit, cash or new voucher equal to the difference between the face value and the amount redeemed.
- c) Vouchers are redeemable in their entirety only and may not be redeemed incrementally.
- d) Vouchers may not be exchanged for cash.

**Combination:**

It is at the discretion of the Merchant to determine whether vouchers can be combined with any other voucher, sale, or other promotions, third party certificates or coupons. Vouchers may not be applied to cover shipping or handling charges which may be incurred when the voucher is redeemed for a good.

**Lost/Stolen Vouchers:**

Neither we nor the platform issuing the voucher nor the Merchant are responsible for lost or stolen vouchers or reference numbers.

**Refunds:**

The Merchant is responsible for any refund you may require (if applicable), in accordance with its standard terms of sale.

## **6. DONATIONS**

It might be that a Merchant advertises a link to a platform requesting that donations be made to the Merchant. Any transaction you choose to enter into with the Merchant in this regard will be subject to the terms and conditions of the platform selected by the Merchant, and you are cautioned to use your own discretion when making a donation.

## 7. YOUR OBLIGATIONS

### Platform terms

When clicking on a listing by a Merchant, you will be redirected to a platform to conclude the transaction. These platforms have their own applicable terms and conditions, in relation to registration as a user, the issuing of vouchers and payment, and you agree to (and shall) abide by those terms and conditions. **The responsibility to do so is yours alone.** You also access these platforms at your own risk.

### Merchant Terms:

Merchants will have their own applicable terms and conditions, in relation to the supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. **The responsibility to do so is yours alone.**

It is your responsibility to ensure that any goods or services, as well as information available through the Website meet your specific requirements.

### Things You Cannot Do:

Without limitation, you undertake not to use or permit anyone else to use the Website:

- a) to send or receive any material which is not civil or tasteful;
- b) to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;
- c) to send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be unlawful or infringe the rights of any third party in any country in the world;
- d) to cause annoyance, inconvenience or needless anxiety;
- e) to intercept or attempt to intercept any communications transmitted by way of a telecommunications system; or
- f) in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity.

## 8. SUSPENSION AND TERMINATION

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone in breach of this Agreement.

Without limitation to anything else in this Clause 8, we shall be entitled immediately or at any time (in whole or in part) to: i) suspend the Website; ii) suspend your use of the Website or voucher; iii) suspend the use of the Website for persons we believe to be connected (in whatever manner) to you; and/or iv) terminate this Agreement immediately if:

- a) you commit any breach of this Agreement;
- b) we suspect, on reasonable grounds, that you have, might or will commit a breach of these terms; or
- c) we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

Notwithstanding anything else in this Clause 8, we may terminate this Agreement at any time.

Our right to terminate this Agreement shall not have an effect on any other rights or remedies we may have in respect of this Agreement.

## 9. INDEMNITY

You hereby indemnify us against any and all losses, liabilities or costs incurred by us arising out of:

- a) any claims or legal proceedings which are brought or threatened against us by any person arising from: i) your use of the Website; ii) the use or attempted use of a voucher; c) the use of the Website by any other person using your password; or
- b) any breach of this Agreement by you.

## **10.STANDARDS AND LIMITATION OF LIABILITY**

We warrant that we will exercise reasonable care and skill in performing any obligation under this Agreement.

**LIMITATION OF LIABILITY: Neither Save Your Local nor any of its directors, employees, agents, representatives shall be liable for any damage, loss or liability of whatsoever nature and howsoever arising from your use of the Website or the services provided from and through this Website.**

## **11.DATA PROTECTION**

Please see our Privacy Policy which forms part of this Agreement. We will only process your personal information as set out therein.

## **12.ADVERTISEMENTS**

All listings on this platform constitute an advertisement published by a Merchant. You are free to select or click on any listing or not as you see fit.

Any advertisements may be delivered on our behalf by a third party advertising company.

No personal data (for example your name, address, email address or telephone number) will be used during the course of serving our advertising, but, on our behalf, our third-party advertiser or affiliate may place or recognise a unique "cookie" on your browser (see our Privacy Policy about this). This cookie will not collect personal data about you nor is it linked to any personal data about you. If you would like more information about this practice and to know your choices about not having this information used by any company, see our Privacy Policy for more information.

## **13.NOTICES**

You agree that we shall be entitled to send any notice which is required to be sent to, or served on you electronically, to the email address you provide during the registration process.

You will be deemed to have received such notice 1 (one) hour after the notice is transmitted.

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by you shall be deemed to have been adequately delivered.

Any notice sent by you to us must be sent by prepaid registered post to PO Box 2671, Clareinch, 7740, which notice must also be simultaneously emailed by you to [hello@saveyourlocal.co.za](mailto:hello@saveyourlocal.co.za).

## **14.DISPUTE RESOLUTION**

A dispute in the widest sense in connection with this agreement or which relates in any way to any matter affecting the interests of the Parties in terms of this Agreement ("Dispute"), shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

Should any Dispute (other than a Dispute in respect of which urgent or interim relief may be obtained from a court of competent jurisdiction) arise, the Parties shall first use reasonable endeavours to resolve such Dispute through good faith negotiations. This entails one of the Parties inviting the other in writing to meet, either in person or by means of telephone or video conferencing facilities, and to attempt to resolve the Dispute within 10 Business Days from date of written invitation. In the event that such negotiations do not result in a mutually acceptable

resolution within 10 Business Days of the commencement thereof, the Dispute shall be handled in accordance with the clause below.

Subject to the clause above, any Dispute shall be referred to arbitration on notice by one Party to the other, and be finally resolved in accordance with the rules of the Arbitration Foundation of the Republic of South Africa. Such arbitration shall be held in Cape Town, and conducted in the English language before one arbitrator appointed in accordance with the said rules.

Any arbitration award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

These provisions shall not prevent either Party from approaching any court or other judicial forum in any country having appropriate jurisdiction to obtain timely interim or other relief in cases of urgency.

The provisions of this clause:

- a) constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
- b) are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

## **15. GENERAL**

### **Jurisdiction:**

Subject to the dispute resolution clause above, the Parties hereby consent and submit to the jurisdiction of the High Court of South Africa (Western Cape High Court, Cape Town).

This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa.

### **Whole Agreement:**

**This Agreement** constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties. In the event that any other terms and conditions of the Merchant are signed, this Agreement shall override such other terms and conditions to the extent of any inconsistencies.

Except as expressly stated in this Agreement, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

### **No variation:**

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

**Assignment:**

You may not assign or delegate or otherwise deal with all or any of your rights or obligations under this Agreement. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under this Agreement to any person.

**Force Majeure:**

We shall not be liable for any breach of our obligations under this Agreement where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, pandemic, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, explosion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

**Continuation of Applicable Provisions:**

The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

**Severability:**

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this agreement shall not be affected.

**16.MISCELLANEOUS**

The Website and the Service is owned and operated by K2020183515 (SOUTH AFRICA) NPC trading as "Save Your Local", a non-profit company registered in South Africa whose physical office and postal address is at 223 Long Street, Cape Town 8001. If you have any queries please contact Customer Services at [hello@saveyourlocal.co.za](mailto:hello@saveyourlocal.co.za)

The directors of Save your Local are Nicola Husemeyer Botha; Yolandie Le Grange, Alexandra Fraser and Randolph Jorberg.

**Date of last update: 10 April 2020**